

RECORDATION NO. 10560-B  
Filed 1425

DEC 13 1979 - 2 45 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of  
October 15, 1979, between THE CONNECTICUT  
BANK AND TRUST COMPANY, not in its individual  
capacity, but solely as trustee (the "Bank")  
under a Master Trust Agreement dated as of  
November 2, 1978, between it and Itel Cor-  
poration, Equipment Finance Division, and  
INDIANA FARM BUREAU COOPERATIVE ASSOCIATION,  
INC. ("Indiana Farm").

WHEREAS, the Bank and Indiana Farm are parties to  
an Equipment Lease dated as of March 15, 1979 (the "Lease"),  
and such parties desire to amend the Lease as hereinafter  
provided;

NOW, THEREFORE, in consideration of the premises  
and of other good and valuable consideration, receipt of  
which is hereby acknowledged, the parties hereto agree as  
follows:

1. The clause opposite the caption "Basic  
Rent Dates" set forth on page 1 of Exhibit C to the Lease  
shall be amended to read as follows: "January 15, 1980,  
and the 15th day of each succeeding month during the term  
of the Lease (unless any such day is not a Business Day  
in which case it shall be the next succeeding Business  
Day)".

2. The date opposite the caption "Final Delivery Date" set forth on page 1 of Exhibit C to the Lease shall be amended to read as follows: "December 15, 1979".

3. The date opposite the caption "Interim Rent Date" set forth on page 1 of Exhibit C to the Lease shall be amended to read as follows: "December 15, 1979".

4. The date opposite the caption "First Basic Rent Date" set forth on page 1 of Exhibit C to the Lease shall be amended to read as follows: "January 15, 1980".

5. The date opposite the caption "Last Basic Rent Date" set forth on page 1 of Exhibit C to the Lease shall be amended to read as follows: "December 15, 1999".

6. The date opposite the caption "Expiration Date" set forth on page 1 of Exhibit C to the Lease shall be amended to read as follows: "December 15, 1999".

7. The date opposite the caption "First Termination Date" set forth on page 1 of Exhibit C to the Lease shall be amended to read as follows: "December 15, 1989".

8. Exhibit D to the Lease shall be amended to read as set forth on Schedule 1, attached hereto.

9. Exhibit E to the Lease shall be amended to read as set forth on Schedule 2, attached hereto.

10. Except as amended hereby, the Lease shall remain in full force and effect.

11. This Amendment Agreement shall be governed by, and be construed in accordance with, the laws of the State of Indiana.

12. This Amendment Agreement shall be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment Agreement to be executed by duly authorized officers as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of November 2, 1978, between it and Itel Corporation, Equipment Finance Division,

by  \_\_\_\_\_

INDIANA FARM BUREAU COOPERATIVE ASSOCIATION, INC.,

by \_\_\_\_\_

STATE OF CONNECTICUT, )

COUNTY OF HARTFORD, )

ss.: *Hartford*

On this *14th* day of *Nov.* 1979, before me personally appeared **DONALD E. SMITH**, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

*Dianne J. Owens*

Notary Public

[Notarial Seal]

My Commission expires *3-31-81*

STATE OF INDIANA, )

) SS.:

COUNTY OF MARION,)

On the day of 1979, before me  
personally appeared , who, being by me

duly sworn, did say that he is the \_\_\_\_\_ of  
Indiana Farm Bureau Cooperative Association, Inc., and  
that said instrument was signed on behalf of said  
corporation by authority of its by-laws and by resolution  
of its Board of Directors and that he acknowledged that  
the execution of the foregoing instrument was the free  
act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

EXHIBIT D  
to Lease

The Casualty Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

Interim Rent Date and Basic Rent Payment Number	Casualty Value		Termination Value	
	(a)	(b)	(a)	(b)
On or Before the Interim Rent Date	86.7067		--	
1	87.1062		--	
2	87.5083		--	
3	87.9129		--	
4	88.2497		--	
5	88.5535		--	
6	88.8591		--	
7	89.0609		--	
8	89.2640		--	
9	89.4682		--	
10	89.6384		--	
11	89.8096		--	
12	89.9818		--	
13	90.1196		--	
14	90.2583		--	
15	90.3976		--	
16	90.5546		--	
17	90.6857		--	
18	90.8175		--	
19	90.9402		--	
20	91.0635		--	
21	91.1873		--	
22	91.2851		--	
23	91.3833		--	
24	91.4819		--	
25	91.5542		--	
26	91.6268		--	
27	91.6996		--	
28	91.7808		--	
29	91.8398		--	
30	91.8988		--	

Interim Rent Date and <u>Basic Rent Payment Number</u>	Casualty Value <u>(a) (b)</u>	Termination Value <u>(a) (b)</u>
31	91.9436	--
32	91.9884	--
33	92.0332	--
34	92.0555	--
35	92.0776	--
36	92.0996	--
37	92.0989	--
38	92.0979	--
39	92.0965	--
40	92.1003	--
41	92.0840	--
42	92.0672	--
43	92.0355	--
44	92.0033	--
45	91.9706	--
46	91.9174	--
47	91.8636	--
48	91.8091	--
49	91.7339	--
50	91.6580	--
51	91.5812	--
52	91.5091	--
53	91.4189	--
54	91.3279	--
55	91.2242	--
56	91.1195	--
57	91.0137	--
58	90.8896	--
59	90.7644	--
60	90.6380	--
61	90.4932	--
62	90.3470	--
63	90.1995	--
64	90.0562	--
65	89.8972	--
66	89.7367	--
67	89.5660	--
68	89.3937	--
69	89.2198	--
70	89.0300	--
71	88.8385	--

Interim Rent Date and Basic Rent Payment Number	Casualty Value (a) (b)	Termination Value (a) (b)
72	88.6454	--
73	88.4361	--
74	88.2250	--
75	88.0121	--
76	87.8029	--
77	87.5804	--
78	87.3560	--
79	87.1237	--
80	86.8894	--
81	86.6531	--
82	86.4032	--
83	86.1512	--
84	85.8970	--
85	85.6384	--
86	85.3776	--
87	85.1146	--
88	84.8493	--
89	84.5817	--
90	84.3119	--
91	84.0398	--
92	83.7653	--
93	83.4885	--
94	83.2093	--
95	82.9278	--
96	82.6438	--
97	82.3574	--
98	82.0686	--
99	81.7773	--
100	81.4835	--
101	81.1872	--
102	80.8884	--
103	80.5870	--
104	80.2830	--
105	79.9765	--
106	79.6673	--
107	79.3555	--
108	79.0410	--
109	78.7238	--
110	78.4040	--
111	78.0814	--
112	77.7560	--



Interim Rent Date and Basic Rent Payment Number	Casualty Value		Termination Value	
	(a)	(b)	(a)	(b)
113	77.4279		--	
114	77.0969		--	
115	76.7632		--	
116	76.4265		--	
117	76.0870		--	
118	75.7446		--	
119	75.3993		--	
120	75.0511		--	
121	74.6998		74.6998	
122	74.3456		74.3456	
123	73.9883		73.9883	
124	73.6280		73.6280	
125	73.2646		73.2646	
126	72.8981		72.8981	
127	72.5285		72.5285	
128	72.1557		72.1557	
129	71.7797		71.7797	
130	71.4005		71.4005	
131	71.0181		71.0181	
132	70.6324		70.6324	
133	70.2434		70.2434	
134	69.8511		69.8511	
135	69.4555		69.4555	
136	69.0564		69.0564	
137	68.6540		68.6540	
138	68.2481		68.2481	
139	67.8387		67.8387	
140	67.4259		67.4259	
141	67.0095		67.0095	
142	66.5896		66.5896	
143	66.1661		66.1661	
144	65.7390		65.7390	
145	65.3082		65.3082	
146	64.8737		64.8737	
147	64.4355		64.4355	
148	63.9976		63.9976	
149	63.5626		63.5626	
150	63.1239		63.1239	
151	62.6946		62.6946	
152	62.2615		62.2615	
153	61.8247		61.8247	
154	61.3909		61.3909	

Interim Rent Date and Basic Rent Payment Number	Casualty Value (a) (b)	Termination Value (a) (b)
155	60.9532	60.9532
156	60.5118	60.5118
157	60.0733	60.0733
158	59.6310	59.6310
159	59.1848	59.1848
160	58.7391	58.7391
161	58.2985	58.2985
162	57.8540	57.8540
163	57.4189	57.4189
164	56.9800	56.9800
165	56.5372	56.5372
166	56.0995	56.0995
167	55.6578	55.6578
168	55.2123	55.2123
169	54.7717	54.7717
170	54.3272	54.3272
171	53.8788	53.8788
172	53.4288	53.4288
173	52.9849	52.9849
174	52.5370	52.5370
175	52.0976	52.0976
176	51.6542	51.6542
177	51.2069	51.2069
178	50.7656	50.7656
179	50.3203	50.3203
180	49.8711	49.8711
181	49.4278	49.4278
182	48.9806	48.9806
183	48.5293	48.5293
184	48.0765	48.0765
185	47.6310	47.6310
186	47.1814	47.1814
187	46.7417	46.7417
188	46.2979	46.2979
189	45.8501	45.8501
190	45.4095	45.4095
191	44.9649	44.9649
192	44.5161	44.5161
193	44.0746	44.0746
194	43.6290	43.6290
195	43.1792	43.1792
196	42.7279	42.7279

Interim Rent Date and Basic Rent Payment Number	Casualty Value (a) (b)	Termination Value (a) (b)
197	42.2852	42.2852
198	41.8383	41.8383
199	41.4027	41.4027
200	40.9629	40.9629
201	40.5189	40.5189
202	40.0835	40.0835
203	39.6440	39.6440
204	39.1964	39.1964
205	38.7534	38.7534
206	38.3023	38.3023
207	37.8431	37.8431
208	37.3784	37.3784
209	36.9197	36.9197
210	36.4528	36.4528
211	35.9945	35.9945
212	35.5280	35.5280
213	35.0534	35.0534
214	34.5845	34.5845
215	34.1073	34.1073
216	33.6219	33.6219
217	33.1422	33.1422
218	32.6541	32.6541
219	32.1577	32.1577
220	31.6539	31.6539
221	31.1563	31.1563
222	30.6503	30.6503
223	30.1516	30.1516
224	29.6444	29.6444
225	29.1287	29.1287
226	28.6191	28.6191
227	28.1009	28.1009
228	27.5742	27.5742
229	27.0535	27.0535
230	26.5241	26.5241
231	25.9861	25.9861
232	25.4393	25.4393
233	24.8985	24.8985
234	24.3488	24.3488
235	23.8051	23.8051
236	23.2525	23.2525
237	22.6912	22.6912
238	22.1356	22.1356
239	21.5712	21.5712
240	20.0000	0.0000

(a) Casualty Values and Termination Values are expressed as percentages of Lessor's Cost. Such percentages have been computed without regard to recapture of Investment Credit. Consequently, such percentages applicable on the Interim Rent Date or any Basic Rent Date where Casualty Values or Termination Values shall be payable with respect to an Event of Loss occurring before the third, fifth or seventh anniversary of the date of acceptance set forth in the Certificate of Acceptance for such Item shall be increased by the percentage of Lessor's Cost set forth below, and for purposes of this Lease, Casualty Values or Termination Values payable on such dates shall be determined on the basis of the sum of such percentages:

<u>Anniversary of the Date of Acceptance</u>	<u>Percentage of Lessor's Cost To be Added to the Foregoing Percentage</u>
Third	20.3500%
Fifth	13.5667%
Seventh	6.7833%

(b) In the event the Basic Lease Rate Factor is increased pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values shall be adjusted accordingly.

EXHIBIT E  
to Lease

In the event that the Long-Term Lender does not make its Loan on any Closing Date pursuant to the Participation Agreement, the Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Basic Rent Payment Date</u>	<u>Casualty Value (a)</u>	<u>Termination Value (a)</u>
On or Before the Interim Rent Date	105.7044	--
1	106.1007	--
2	106.4946	--
3	106.8283	--
4	107.1303	--
5	107.4293	--
6	107.6387	--
7	107.8446	--
8	108.0470	--
9	108.2169	--
10	108.3831	--
11	108.5455	--
12	108.6752	--
13	108.8848	--
14	109.0936	--
15	109.2968	--
16	109.4897	--
17	109.6788	--
18	109.8555	--
19	110.0284	--
20	110.1975	--
21	110.3560	--
22	110.5107	--
23	110.6614	--
24	110.8015	--
25	110.9376	--
26	111.0697	--
27	111.1985	--

Interim Rent Date and Basic Rent Payment Date	Casualty Value (a)	Termination Value (a)
28	111.3179	--
29	111.4332	--
30	111.5398	--
31	111.6422	--
32	104.9570	--
33	105.0456	--
34	105.1300	--
35	105.2100	--
36	105.2804	--
37	105.3464	--
38	105.4080	--
39	105.4656	--
40	105.5155	--
41	105.5608	--
42	105.5988	--
43	105.6322	--
44	105.6610	--
45	105.6818	--
46	105.6981	--
47	105.7096	--
48	105.7130	--
49	105.7118	--
50	105.7057	--
51	105.6953	--
52	105.6787	--
53	105.6572	--
54	105.6299	--
55	105.5977	--
56	98.7771	--
57	98.7336	--
58	98.6850	--
59	98.6314	--
60	98.5713	--
61	98.5061	--
62	98.4357	--
63	98.3607	--
64	98.2810	--
65	98.1961	--
66	98.1070	--
67	98.0126	--
68	97.9129	--

<u>Interim Rent Date and Basic Rent Payment Date</u>	<u>Casualty Value (a)</u>	<u>Termination Value (a)</u>
69	97.8084	--
70	97.6986	--
71	97.5834	--
72	97.4633	--
73	97.3378	--
74	97.2067	--
75	97.0707	--
76	96.9316	--
77	96.7869	--
78	96.6397	--
79	96.4868	--
80	89.5450	--
81	89.3834	--
82	89.2161	--
83	89.0430	--
84	88.8668	--
85	88.6847	--
86	88.4969	--
87	88.3037	--
88	88.1091	--
89	87.9086	--
90	87.7072	--
91	87.4999	--
92	87.2866	--
93	87.0718	--
94	86.8511	--
95	86.6243	--
96	86.3960	--
97	86.1615	--
98	85.9210	--
99	85.6748	--
100	85.4289	--
101	85.1763	--
102	84.9255	--
103	84.6680	--
104	84.4042	--
105	84.1406	--
106	83.8707	--
107	83.5945	--
108	83.3185	--
109	83.0361	--
110	82.7473	--
111	82.4526	--

Interim Rent Date and <u>Basic Rent Payment Date</u>	<u>Casualty Value</u> (a)	<u>Termination</u> <u>Value</u> (a)
112	82.1598	--
113	81.8607	--
114	81.5639	--
115	81.2607	--
116	80.9510	--
117	80.6431	--
118	80.3288	--
119	80.0079	--
120	79.6888	--
121	79.3632	79.3632
122	79.0309	79.0309
123	78.6924	78.6924
124	78.3576	78.3576
125	78.0162	78.0162
126	77.6788	77.6788
127	77.3348	77.3348
128	76.9841	76.9841
129	76.6370	76.6370
130	76.2831	76.2831
131	75.9225	75.9225
132	75.5654	75.5654
133	75.2016	75.2016
134	74.8308	74.8308
135	74.4537	74.4537
136	74.0820	74.0820
137	73.7034	73.7034
138	73.3308	73.3308
139	72.9512	72.9512
140	72.5647	72.5647
141	72.1836	72.1836
142	71.7955	71.7955
143	71.4005	71.4005
144	71.0108	71.0108
145	70.6141	70.6141
146	70.2104	70.2104
147	69.8001	69.8001
148	69.3961	69.3961
149	68.9850	68.9850
150	68.5806	68.5806
151	68.1692	68.1692
152	67.7507	67.7507
153	67.3385	67.3385



<u>Interim Rent Date and Basic Rent Payment Date</u>	<u>Casualty Value (a)</u>	<u>Termination Value (a)</u>
154	66.9191	66.9191
155	66.4925	66.4925
156	66.0722	66.0722
157	65.6447	65.6447
158	65.2100	65.2100
159	64.7685	64.7685
160	64.3333	64.3333
161	63.8908	63.8908
162	63.4550	63.4550
163	63.0120	63.0120
164	62.5616	62.5616
165	62.1175	62.1175
166	61.6660	61.6660
167	61.2073	61.2073
168	60.7546	60.7546
169	60.2946	60.2946
170	59.8273	59.8273
171	59.3529	59.3529
172	58.8848	58.8848
173	58.4092	58.4092
174	57.9402	57.9402
175	57.4638	57.4638
176	56.9799	56.9799
177	56.5022	56.5022
178	56.0169	56.0169
179	55.5241	55.5241
180	55.0374	55.0374
181	54.5432	54.5432
182	54.0413	54.0413
183	53.5323	53.5323
184	53.0294	53.0294
185	52.5189	52.5189
186	52.0149	52.0149
187	51.5033	51.5033
188	50.9840	50.9840
189	50.4708	50.4708
190	49.9498	49.9498
191	49.4211	49.4211
192	48.8985	48.8985
193	48.3680	48.3680
194	47.8298	47.8298
195	47.2840	47.2840

Interim Rent Date and <u>Basic Rent Payment Date</u>	<u>Casualty Value</u> (a)	<u>Termination</u> Value (a)
196	46.7442	46.7442
197	46.1965	46.1965
198	45.6551	45.6551
199	45.1058	45.1058
200	44.5486	44.5486
201	43.9974	43.9974
202	43.4382	43.4382
203	42.8711	42.8711
204	42.3099	42.3099
205	41.7407	41.7407
206	41.1635	41.1635
207	40.5782	40.5782
208	39.9988	39.9988
209	39.4113	39.4113
210	38.8297	38.8297
211	38.2399	38.2399
212	37.6421	37.6421
213	37.0500	37.0500
214	36.4497	36.4497
215	35.8412	35.8412
216	35.2385	35.2385
217	34.6276	34.6276
218	34.0084	34.0084
219	33.3809	33.3809
220	32.7590	32.7590
221	32.1287	32.1287
222	31.5041	31.5041
223	30.8712	30.8712
224	30.2298	30.2298
225	29.5940	29.5940
226	28.9498	28.9498
227	28.2971	28.2971
228	27.6608	27.6608
229	27.0159	27.0159
230	26.3625	26.3625
231	25.7006	25.7006
232	25.0708	25.0708
233	24.4326	24.4326
234	23.8266	23.8266
235	23.2124	23.2124
236	22.5898	22.5898

<u>Interim Rent Date and Basic Rent Payment Date</u>	<u>Casualty Value (a)</u>	<u>Termination Value (a)</u>
237	21.9996	21.9996
238	21.4012	21.4012
239	20.7945	20.7945
240	19.9998	19.9998

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(a) In the event the Basic Lease Rate Factor is increased pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values shall be adjusted accordingly.

AMENDMENT AGREEMENT dated as of  
October 15, 1979, between THE CONNECTICUT  
BANK AND TRUST COMPANY, not in its individual  
capacity, but solely as trustee (the "Bank")  
under a Master Trust Agreement dated as of  
November 2, 1978, between it and Itel Cor-  
poration, Equipment Finance Division, and  
INDIANA FARM BUREAU COOPERATIVE ASSOCIATION,  
INC. ("Indiana Farm").

WHEREAS, the Bank and Indiana Farm are parties to  
an Equipment Lease dated as of March 15, 1979 (the "Lease"),  
and such parties desire to amend the Lease as hereinafter  
provided;

NOW, THEREFORE, in consideration of the premises  
and of other good and valuable consideration, receipt of  
which is hereby acknowledged, the parties hereto agree as  
follows:

1. The clause opposite the caption "Basic  
Rent Dates" set forth on page 1 of Exhibit C to the Lease  
shall be amended to read as follows: "January 15, 1980,  
and the 15th day of each succeeding month during the term  
of the Lease (unless any such day is not a Business Day  
in which case it shall be the next succeeding Business  
Day)".

2. The date opposite the caption "Final Delivery Date" set forth on page 1 of Exhibit C to the Lease shall be amended to read as follows: "December 15, 1979".

3. The date opposite the caption "Interim Rent Date" set forth on page 1 of Exhibit C to the Lease shall be amended to read as follows: "December 15, 1979".

4. The date opposite the caption "First Basic Rent Date" set forth on page 1 of Exhibit C to the Lease shall be amended to read as follows: "January 15, 1980".

5. The date opposite the caption "Last Basic Rent Date" set forth on page 1 of Exhibit C to the Lease shall be amended to read as follows: "December 15, 1999".

6. The date opposite the caption "Expiration Date" set forth on page 1 of Exhibit C to the Lease shall be amended to read as follows: "December 15, 1999".

7. The date opposite the caption "First Termination Date" set forth on page 1 of Exhibit C to the Lease shall be amended to read as follows: "December 15, 1989".

8. Exhibit D to the Lease shall be amended to read as set forth on Schedule 1, attached hereto.

9. Exhibit E to the Lease shall be amended to read as set forth on Schedule 2, attached hereto.

10. Except as amended hereby, the Lease shall remain in full force and effect.

11. This Amendment Agreement shall be governed by, and be construed in accordance with, the laws of the State of Indiana.

12. This Amendment Agreement shall be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment Agreement to be executed by duly authorized officers as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of November 2, 1978, between it and Itel Corporation, Equipment Finance Division,

by

INDIANA FARM BUREAU COOPERATIVE ASSOCIATION, INC.,

by

*Glenn Franklin*  
EXECUTIVE VICE PRESIDENT

By.....  
LEGAL DEPT.

STATE OF CONNECTICUT,) )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this            day of            1979, before me personally  
appeared            , to me personally known, who,  
being by me duly sworn, says that he is an Authorized Officer  
of THE CONNECTICUT BANK AND TRUST COMPANY, that the foregoing  
instrument was signed on behalf of said corporation by  
authority of its Board of Directors, and he acknowledged that  
the execution of the foregoing instrument was a free act  
and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF INDIANA, )

) SS. :

COUNTY OF MARION, )

On the 15<sup>th</sup> day of NOVEMBER 1979, before me personally appeared GLENN FRANKLIN, who, being by me duly sworn, did say that he is the EXE. VICE PRESIDENT of

Indiana Farm Bureau Cooperative Association, Inc., and that said instrument was signed on behalf of said corporation by authority of its by-laws and by resolution of its Board of Directors and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

4 April 1981



EXHIBIT D  
to Lease

The Casualty Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

Interim Rent Date and Basic Rent Payment Number	Casualty Value		Termination Value	
	(a)	(b)	(a)	(b)
On or Before the Interim Rent Date	86.7067		--	
1	87.1062		--	
2	87.5083		--	
3	87.9129		--	
4	88.2497		--	
5	88.5535		--	
6	88.8591		--	
7	89.0609		--	
8	89.2640		--	
9	89.4682		--	
10	89.6384		--	
11	89.8096		--	
12	89.9818		--	
13	90.1196		--	
14	90.2583		--	
15	90.3976		--	
16	90.5546		--	
17	90.6857		--	
18	90.8175		--	
19	90.9402		--	
20	91.0635		--	
21	91.1873		--	
22	91.2851		--	
23	91.3833		--	
24	91.4819		--	
25	91.5542		--	
26	91.6268		--	
27	91.6996		--	
28	91.7808		--	
29	91.8398		--	
30	91.8983		--	

Interim Rent Date and <u>Basic Rent Payment Number</u>	<u>Casualty Value</u> (a) (b)	<u>Termination</u> <u>Value</u> (a) (b)
31	91.9436	--
32	91.9884	--
33	92.0332	--
34	92.0555	--
35	92.0776	--
36	92.0996	--
37	92.0989	--
38	92.0979	--
39	92.0965	--
40	92.1003	--
41	92.0840	--
42	92.0672	--
43	92.0355	--
44	92.0033	--
45	91.9706	--
46	91.9174	--
47	91.8636	--
48	91.8091	--
49	91.7339	--
50	91.6580	--
51	91.5812	--
52	91.5091	--
53	91.4189	--
54	91.3279	--
55	91.2242	--
56	91.1195	--
57	91.0137	--
58	90.8896	--
59	90.7644	--
60	90.6380	--
61	90.4932	--
62	90.3470	--
63	90.1995	--
64	90.0562	--
65	89.8972	--
66	89.7367	--
67	89.5660	--
68	89.3937	--
69	89.2198	--
70	89.0300	--
71	88.8385	--

Interim Rent Date and Basic Rent Payment Number	Casualty Value (a) (b)	Termination Value (a) (b)
72	88.6454	--
73	88.4361	--
74	88.2250	--
75	88.0121	--
76	87.8029	--
77	87.5804	--
78	87.3560	--
79	87.1237	--
80	86.8894	--
81	86.6531	--
82	86.4032	--
83	86.1512	--
84	85.8970	--
85	85.6384	--
86	85.3776	--
87	85.1146	--
88	84.8493	--
89	84.5817	--
90	84.3119	--
91	84.0398	--
92	83.7653	--
93	83.4885	--
94	83.2093	--
95	82.9278	--
96	82.6438	--
97	82.3574	--
98	82.0686	--
99	81.7773	--
100	81.4835	--
101	81.1872	--
102	80.8884	--
103	80.5870	--
104	80.2830	--
105	79.9765	--
106	79.6673	--
107	79.3555	--
108	79.0410	--
109	78.7238	--
110	78.4040	--
111	78.0814	--
112	77.7560	--

Interim Rent Date and Basic Rent Payment Number	Casualty Value		Termination Value	
	(a)	(b)	(a)	(b)
113	77.4279		--	
114	77.0969		--	
115	76.7632		--	
116	76.4265		--	
117	76.0870		--	
118	75.7446		--	
119	75.3993		--	
120	75.0511		--	
121	74.6998		74.6998	
122	74.3456		74.3456	
123	73.9883		73.9883	
124	73.6280		73.6280	
125	73.2646		73.2646	
126	72.8981		72.8981	
127	72.5285		72.5285	
128	72.1557		72.1557	
129	71.7797		71.7797	
130	71.4005		71.4005	
131	71.0181		71.0181	
132	70.6324		70.6324	
133	70.2434		70.2434	
134	69.8511		69.8511	
135	69.4555		69.4555	
136	69.0564		69.0564	
137	68.6540		68.6540	
138	68.2481		68.2481	
139	67.8387		67.8387	
140	67.4259		67.4259	
141	67.0095		67.0095	
142	66.5896		66.5896	
143	66.1661		66.1661	
144	65.7390		65.7390	
145	65.3082		65.3082	
146	64.8737		64.8737	
147	64.4355		64.4355	
148	63.9976		63.9976	
149	63.5626		63.5626	
150	63.1239		63.1239	
151	62.6946		62.6946	
152	62.2615		62.2615	
153	61.8247		61.8247	
154	61.3909		61.3909	

Interim Rent Date and <u>Basic Rent Payment Number</u>	Casualty Value <u>(a) (b)</u>	Termination Value <u>(a) (b)</u>
155	60.9532	60.9532
156	60.5118	60.5118
157	60.0733	60.0733
158	59.6310	59.6310
159	59.1848	59.1848
160	58.7391	58.7391
161	58.2985	58.2985
162	57.8540	57.8540
163	57.4189	57.4189
164	56.9800	56.9800
165	56.5372	56.5372
166	56.0995	56.0995
167	55.6578	55.6578
168	55.2123	55.2123
169	54.7717	54.7717
170	54.3272	54.3272
171	53.8788	53.8788
172	53.4288	53.4288
173	52.9849	52.9849
174	52.5370	52.5370
175	52.0976	52.0976
176	51.6542	51.6542
177	51.2069	51.2069
178	50.7656	50.7656
179	50.3203	50.3203
180	49.8711	49.8711
181	49.4278	49.4278
182	48.9806	48.9806
183	48.5293	48.5293
184	48.0765	48.0765
185	47.6310	47.6310
186	47.1814	47.1814
187	46.7417	46.7417
188	46.2979	46.2979
189	45.8501	45.8501
190	45.4095	45.4095
191	44.9649	44.9649
192	44.5161	44.5161
193	44.0746	44.0746
194	43.6290	43.6290
195	43.1792	43.1792
196	42.7279	42.7279

Interim Rent Date and Basic Rent Payment Number	Casualty Value		Termination Value	
	(a)	(b)	(a)	(b)
197	42.2852		42.2852	
198	41.8383		41.8383	
199	41.4027		41.4027	
200	40.9629		40.9629	
201	40.5189		40.5189	
202	40.0835		40.0835	
203	39.6440		39.6440	
204	39.1964		39.1964	
205	38.7534		38.7534	
206	38.3023		38.3023	
207	37.8431		37.8431	
208	37.3784		37.3784	
209	36.9197		36.9197	
210	36.4528		36.4528	
211	35.9945		35.9945	
212	35.5280		35.5280	
213	35.0534		35.0534	
214	34.5845		34.5845	
215	34.1073		34.1073	
216	33.6219		33.6219	
217	33.1422		33.1422	
218	32.6541		32.6541	
219	32.1577		32.1577	
220	31.6539		31.6539	
221	31.1563		31.1563	
222	30.6503		30.6503	
223	30.1516		30.1516	
224	29.6444		29.6444	
225	29.1287		29.1287	
226	28.6191		28.6191	
227	28.1009		28.1009	
228	27.5742		27.5742	
229	27.0535		27.0535	
230	26.5241		26.5241	
231	25.9861		25.9861	
232	25.4393		25.4393	
233	24.8985		24.8985	
234	24.3488		24.3488	
235	23.8051		23.8051	
236	23.2525		23.2525	
237	22.6912		22.6912	
238	22.1356		22.1356	
239	21.5712		21.5712	
240	20.0000		0.0000	

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(a) Casualty Values and Termination Values are expressed as percentages of Lessor's Cost. Such percentages have been computed without regard to recapture of Investment Credit. Consequently, such percentages applicable on the Interim Rent Date or any Basic Rent Date where Casualty Values or Termination Values shall be payable with respect to an Event of Loss occurring before the third, fifth or seventh anniversary of the date of acceptance set forth in the Certificate of Acceptance for such Item shall be increased by the percentage of Lessor's Cost set forth below, and for purposes of this Lease, Casualty Values or Termination Values payable on such dates shall be determined on the basis of the sum of such percentages:

<u>Anniversary of the Date of Acceptance</u>	<u>Percentage of Lessor's Cost To be Added to the Foregoing Percentage</u>
Third	20.3500%
Fifth	13.5667%
Seventh	6.7833%

(b) In the event the Basic Lease Rate Factor is increased pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values shall be adjusted accordingly.

EXHIBIT E  
to Lease

In the event that the Long-Term Lender does not make its Loan on any Closing Date pursuant to the Participation Agreement, the Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Basic Rent Payment Date</u>	<u>Casualty Value (a)</u>	<u>Termination Value (a)</u>
On or Before the Interim Rent Date	105.7044	--
1	106.1007	--
2	106.4946	--
3	106.8283	--
4	107.1303	--
5	107.4293	--
6	107.6387	--
7	107.8446	--
8	108.0470	--
9	108.2169	--
10	108.3831	--
11	108.5455	--
12	108.6752	--
13	108.8848	--
14	109.0936	--
15	109.2968	--
16	109.4897	--
17	109.6788	--
18	109.8555	--
19	110.0284	--
20	110.1975	--
21	110.3560	--
22	110.5107	--
23	110.6614	--
24	110.8015	--
25	110.9376	--
26	111.0697	--
27	111.1985	--



Interim Rent Date and <u>Basic Rent Payment Date</u>	<u>Casualty Value</u> (a)	<u>Termination</u> Value (a)
28	111.3179	--
29	111.4332	--
30	111.5398	--
31	111.6422	--
32	104.9570	--
33	105.0456	--
34	105.1300	--
35	105.2100	--
36	105.2804	--
37	105.3464	--
38	105.4080	--
39	105.4656	--
40	105.5155	--
41	105.5608	--
42	105.5988	--
43	105.6322	--
44	105.6610	--
45	105.6818	--
46	105.6981	--
47	105.7096	--
48	105.7130	--
49	105.7118	--
50	105.7057	--
51	105.6953	--
52	105.6787	--
53	105.6572	--
54	105.6299	--
55	105.5977	--
56	98.7771	--
57	98.7336	--
58	98.6850	--
59	98.6314	--
60	98.5713	--
61	98.5061	--
62	98.4357	--
63	98.3607	--
64	98.2810	--
65	98.1961	--
66	98.1070	--
67	98.0126	--
68	97.9129	--

<u>Interim Rent Date and Basic Rent Payment Date</u>	<u>Casualty Value (a)</u>	<u>Termination Value (a)</u>
69	97.8084	--
70	97.6986	--
71	97.5834	--
72	97.4633	--
73	97.3378	--
74	97.2067	--
75	97.0707	--
76	96.9316	--
77	96.7869	--
78	96.6397	--
79	96.4868	--
80	89.5450	--
81	89.3834	--
82	89.2161	--
83	89.0430	--
84	88.8668	--
85	88.6847	--
86	88.4969	--
87	88.3037	--
88	88.1091	--
89	87.9086	--
90	87.7072	--
91	87.4999	--
92	87.2866	--
93	87.0718	--
94	86.8511	--
95	86.6243	--
96	86.3960	--
97	86.1615	--
98	85.9210	--
99	85.6748	--
100	85.4289	--
101	85.1763	--
102	84.9255	--
103	84.6680	--
104	84.4042	--
105	84.1406	--
106	83.8707	--
107	83.5945	--
108	83.3185	--
109	83.0361	--
110	82.7473	--
111	82.4526	--

<u>Interim Rent Date and Basic Rent Payment Date</u>	<u>Casualty Value (a)</u>	<u>Termination Value (a)</u>
112	82.1598	--
113	81.8607	--
114	81.5639	--
115	81.2607	--
116	80.9510	--
117	80.6431	--
118	80.3288	--
119	80.0079	--
120	79.6888	--
121	79.3632	79.3632
122	79.0309	79.0309
123	78.6924	78.6924
124	78.3576	78.3576
125	78.0162	78.0162
126	77.6788	77.6788
127	77.3348	77.3348
128	76.9841	76.9841
129	76.6370	76.6370
130	76.2831	76.2831
131	75.9225	75.9225
132	75.5654	75.5654
133	75.2016	75.2016
134	74.8308	74.8308
135	74.4537	74.4537
136	74.0820	74.0820
137	73.7034	73.7034
138	73.3308	73.3308
139	72.9512	72.9512
140	72.5647	72.5647
141	72.1836	72.1836
142	71.7955	71.7955
143	71.4005	71.4005
144	71.0108	71.0108
145	70.6141	70.6141
146	70.2104	70.2104
147	69.8001	69.8001
148	69.3961	69.3961
149	68.9850	68.9850
150	68.5806	68.5806
151	68.1692	68.1692
152	67.7507	67.7507
153	67.3385	67.3385

Interim Rent Date and Basic Rent Payment Date	Casualty Value (a)	Termination Value (a)
154	66.9191	66.9191
155	66.4925	66.4925
156	66.0722	66.0722
157	65.6447	65.6447
158	65.2100	65.2100
159	64.7685	64.7685
160	64.3333	64.3333
161	63.8908	63.8908
162	63.4550	63.4550
163	63.0120	63.0120
164	62.5616	62.5616
165	62.1175	62.1175
166	61.6660	61.6660
167	61.2073	61.2073
168	60.7546	60.7546
169	60.2946	60.2946
170	59.8273	59.8273
171	59.3529	59.3529
172	58.8848	58.8848
173	58.4092	58.4092
174	57.9402	57.9402
175	57.4638	57.4638
176	56.9799	56.9799
177	56.5022	56.5022
178	56.0169	56.0169
179	55.5241	55.5241
180	55.0374	55.0374
181	54.5432	54.5432
182	54.0413	54.0413
183	53.5323	53.5323
184	53.0294	53.0294
185	52.5189	52.5189
186	52.0149	52.0149
187	51.5033	51.5033
188	50.9840	50.9840
189	50.4708	50.4708
190	49.9498	49.9498
191	49.4211	49.4211
192	48.8985	48.8985
193	48.3680	48.3680
194	47.8298	47.8298
195	47.2840	47.2840

<u>Interim Rent Date and Basic Rent Payment Date</u>	<u>Casualty Value (a)</u>	<u>Termination Value (a)</u>
196	46.7442	46.7442
197	46.1965	46.1965
198	45.6551	45.6551
199	45.1058	45.1058
200	44.5486	44.5486
201	43.9974	43.9974
202	43.4382	43.4382
203	42.8711	42.8711
204	42.3099	42.3099
205	41.7407	41.7407
206	41.1635	41.1635
207	40.5782	40.5782
208	39.9988	39.9988
209	39.4113	39.4113
210	38.8297	38.8297
211	38.2399	38.2399
212	37.6421	37.6421
213	37.0500	37.0500
214	36.4497	36.4497
215	35.8412	35.8412
216	35.2385	35.2385
217	34.6276	34.6276
218	34.0084	34.0084
219	33.3809	33.3809
220	32.7590	32.7590
221	32.1287	32.1287
222	31.5041	31.5041
223	30.8712	30.8712
224	30.2298	30.2298
225	29.5940	29.5940
226	28.9498	28.9498
227	28.2971	28.2971
228	27.6608	27.6608
229	27.0159	27.0159
230	26.3625	26.3625
231	25.7006	25.7006
232	25.0708	25.0708
233	24.4326	24.4326
234	23.8266	23.8266
235	23.2124	23.2124
236	22.5898	22.5898

Interim Rent Date and <u>Basic Rent Payment Date</u>	<u>Casualty Value</u> (a)	<u>Termination</u> <u>Value</u> (a)
237	21.9996	21.9996
238	21.4012	21.4012
239	20.7945	20.7945
240	19.9998	19.9998

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(a) In the event the Basic Lease Rate Factor is increased pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values shall be adjusted accordingly.